

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION )

Plaintiff, )

v. )

CHAS. S. WINNER, INC. D/B/A WINNER )  
FORD OF CHERRY HILL D/B/A WINNER )  
FORD )

Defendant.

CIVIL ACTION NO.  
16-06137 (JHR)(KMW)

**CONSENT DECREE**

This action was instituted by Plaintiff, the U.S. Equal Employment Opportunity Commission ("EEOC" or "the Commission"), against Defendant, Chas. S. Winner, Inc. d/b/a Winner Ford of Cherry Hill d/b/a Winner Ford ("Defendant" or "Winner Ford"), alleging a violation of Section 703(a)(1)-(2) of Title VII of the 1964 Civil Rights Act, 42 U.S.C. § 2000e-(2)(a)(1)-(2) ("Title VII"). The Commission alleged that Defendant violated Title VII by failing to compensate Ping Zhang and a class of Chinese Emergency Accessories and Installations ("EAI") Technicians at the same rate as it compensates similarly situated non-Chinese EAI Technicians for substantially similar work, because of their national origin.

The EEOC and Defendant desire to resolve this action without the time and expense of continued litigation, and they desire to formulate a plan, to be embodied in a Decree, that will resolve the EEOC's claims and promote and effectuate the purposes of Title VII.



The Court has examined this Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure and Title VII. Therefore, upon due consideration of the record herein, it is **ORDERED, ADJUDGED AND DECREED:**

1. This Decree resolves all issues and claims in the Complaint filed by the Commission in this Title VII action which emanated from the Charge of Discrimination filed by Zhang, Charge No. 530-2016-01762.

2. This Decree shall be in effect for a period of three (3) years from the date it is entered by the Court. During that time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate the purpose of the Decree.

3. It is understood and agreed by the parties that there is no admission of or finding of liability on the part of Defendant for the conduct alleged in the EEOC's Complaint.

4. Defendant, its officers, servants, employees, successors, and assigns are hereby enjoined from violating the provisions of Title VII of the 1964 Civil Rights Act, and shall refrain from discriminating or taking adverse employment actions against employees on the basis of their national origin, including compensating its Chinese EAI Technicians at lower rates than it compensates its non-Chinese EAI Technicians.

5. Defendant, its officers, servants, employees, successors, and assigns are hereby enjoined from violating the provisions of Title VII of the 1964 Civil Rights Act, and shall refrain from retaliating against any individual because he or she has engaged in protected activity, including by opposing acts of discrimination or participating in investigations of discrimination.

6. Pay One Hundred and Fifty Thousand Dollars US (\$150,000.00), within thirty (30) days from the date of entry of the Decree, to a class of eight Chinese EAI Technicians

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identified by EEOC. This figure represents lost wages and monetary benefits with interest as well as damages alleged pursuant to 42 U.S.C. § 1981a.

- a. Each of the eight claimants shall receive Fifteen Thousand Dollars US (\$15,000.00), representing lost wages. The remaining Thirty Thousand Dollars US (\$30,000.00) shall be distributed to the class, in amounts to be determined by EEOC in its sole discretion.
- b. EEOC agrees to provide Defendant the names, addresses and amounts of distribution for each claimant within five (5) days from the date of entry of this Decree.
- c. Payment shall be mailed to each claimant via overnight mail with a copy of each check provided to EEOC.
- d. Defendant shall administer proper withholdings from the portion of the payments, as identified by EEOC, representing lost wages and monetary benefits for taxes and required employee contributions under FICA and shall issue an Internal Revenue Service Form W-2 to reflect such payment for each claimant identified by the EEOC. For the payments pursuant to 42 U.S.C. § 1981a, as identified by EEOC, Defendant shall also issue Internal Revenue Service Form 1099's to each claimant reflecting these components of the monetary settlement.

7. Within sixty (60) days from the date of entry of the Decree, Defendant will provide at least four (4) hours of training for all management and/or any other Winner Ford employees involved in the setting of wages, as well as for any employee with any responsibilities relating to processing, investigating, reviewing and/or making decisions concerning claims of



discrimination and harassment. The training will promote Defendant's compliance with federal anti-discrimination laws, with an emphasis on Title VII and Winner Ford's duty not to discriminate against individuals based on their national origin. The training will also emphasize the anti-retaliation provisions of federal EEO law. Within ten (10) days of the training's completion, Defendant will provide certification to the Commission's counsel of record that such training has occurred, including the date(s), time(s), and location(s) of the training, and the identities of all trainers and attendees.

8. Within sixty (60) days from the date of entry of the Decree, Defendant will implement and disseminate to all existing employees, and begin disseminating to applicants and new hires, an anti-discrimination policy, including procedures for complaining of discrimination, harassment and/or retaliation. Within ten (10) days of the implementation and dissemination of the new policy, Defendant will provide certification to the Commission's counsel of record that the same has occurred.

9. Within ten (10) days from the date of entry of this Decree, Defendant will post in all places where notices to employees customarily are posted at its facilities, the Notice attached hereto as Exhibit A and made a part hereof. Said Notice shall be posted and maintained for the life of the Consent Decree at Winner Ford and shall be signed by a responsible management official with the date of actual posting shown thereon. Should the Notice become defaced, marred, or otherwise made unreadable, Defendant will ensure that new, readable copies of the Notice are posted in the same manner as heretofore specified. Within ten (10) days of completion of the required posting, Defendant shall forward to the EEOC's attorney of record a copy of the signed Notice attached hereto and written certification that the Notice referenced herein has been posted as required and a statement of the locations and date(s) of posting.

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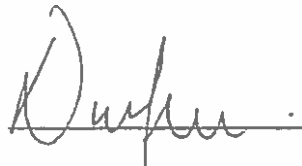
10. Each party shall bear its own court costs and attorneys' fees.

11. This Court shall retain jurisdiction to enforce the terms of this Decree and will have all available powers to enforce this Decree, including but not limited to monetary sanctions and injunctive relief.

12. Upon motion of the Commission, this Court may schedule a hearing for the purpose of reviewing compliance with this Consent Decree. Prior to such motion, the Commission shall notify the Defendant, in writing, of the alleged non-compliance. Upon receipt of written notice, Defendant shall have fifteen (15) days to either correct the alleged non-compliance, and so inform the other party, or deny the alleged non-compliance in writing. Nothing in this provision shall constitute a waiver by the Commission, after providing notice as described above, of its right to initiate claims for violation(s) of and/or to enforce this Consent Decree, including but not limited to claims for any harm occurring prior to the curing of any violation(s), or from the inadequacy of Defendant's efforts to cure or its failure to cure violation(s). Further, this provision shall not apply, and the Commission shall not be subject to any notice requirement or notice period, in situations where the Commission believes in good faith that a violation of the Decree has occurred and that any delay in seeking enforcement of the Decree and/or relief may result in irreparable harm.


The undersigned counsel of record hereby consent to the entry of the foregoing Consent Decree.

FOR DEFENDANT:



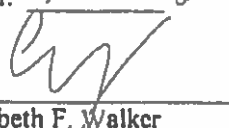
President

FOR PLAINTIFF:


  
Debra M. Lawrence  
Regional Attorney


Authorized corporate representative for  
Defendant

Dated: 10-27-2017

  
Elizabeth F. Walker  
Campbell, Lipski & Dochney  
2000 Market Street, Suite 1100  
Philadelphia, PA 19103

COUNSEL FOR DEFENDANT

  
Maria Luisa Morocco  
Supervisory Trial Attorney  
EEOC Washington Field Office  
10 S. Howard St., 3<sup>rd</sup> Floor  
Baltimore, MD 21201  
(202) 419-0724

  
Jennifer L. Hope  
Senior Trial Attorney  
EEOC Philadelphia District Office  
801 Market Street, Suite 1300  
Philadelphia, PA 19107  
(215) 440-2841

COUNSEL FOR PLAINTIFF

SO ORDERED.

Signed and entered this 21<sup>st</sup> day of Nov. 2017.

  
Judge Joseph H. Rodriguez  
United States District Court Judge



# Exhibit A



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Washington, D.C. 20507

**NOTICE TO EMPLOYEES POSTED PURSUANT TO A  
CONSENT DECREE BETWEEN THE U.S. EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION AND WINNER FORD**

Chas. S. Winner, Inc. d/b/a Winner Ford of Cherry Hill d/b/a Winner Ford ("Winner Ford") is fully committed to maintaining a workplace where all applicants and employees are free from illegal discrimination, including discrimination based on national origin, as required by federal law including the Title VII of the 1964 Civil Rights Act ("Title VII"). Title VII prohibits Winner Ford from making any decisions about employment (such as hiring, promotion, compensation, termination, etc.) based on an employee's or applicant's national origin.

**We want you to know that:**

- (1) We are 100% dedicated to upholding the law and our policies.
- (2) We WILL NOT discriminate or tolerate any harassment or discrimination against employees or applicants on any impermissible basis, including national origin.
- (3) We WILL NOT make personnel decisions, including decision regarding compensation, based on an employee's national origin.
- (4) We WILL NOT retaliate against any employee or applicant because that individual complained about discrimination.
- (5) If you feel that you are the victim of illegal discrimination or retaliation, you should contact the U.S. Equal Employment Opportunity Commission at [www.eeoc.gov](http://www.eeoc.gov) or 1-800-669-4000.
- (6) If you have any questions about employment discrimination or retaliation, you should contact the U.S. Equal Employment Opportunity Commission at [www.eeoc.gov](http://www.eeoc.gov) or 1-800-669-4000.

WINNER FORD

Dated: 10-27-2017

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature]*  
Donald V. Slick VP